



HAMBURG FITNESS CENTER & CAMP RULES, RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

In consideration of participating in health or fitness club activities and memberships, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Hamburg Fitness Center & Camp and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that health and fitness club activities and memberships involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, musculoskeletal injuries, broken bones, and/or overuse injuries, injuries caused by equipment that breaks or otherwise fails; death as a result of drowning or brain damage caused by near drowning; medical conditions resulting from physical activity; and damaged clothing or other property. **This includes exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID 19.** I understand particular rules and personal discipline may reduce such risks, but risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.

2. I expressly accept and assume all of the risks inherent in this activity and membership or that might have been caused by the negligence of the releasees. **I willingly agree to comply with the stated and customary terms and conditions for participation/entry as it regards to protection against infectious diseases.** My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions or that I observe any unusual or significant hazard, I will immediately discontinue participating and bring such attention to the nearest employee immediately.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this membership, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this membership, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this membership, or else I am willing to assume and bear the cost of all risks that may be created directly or indirectly by any such condition.

5. In the event that I file a lawsuit, I agree to do so solely in the county where the releasees' facility is located, and I further agree that the substantive law of that county shall apply.

6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

MEMBERSHIP: Membership is offered to the public without regard to race, color, national origin, religion or sex. We reserve the right to reject an application for membership based upon the applicant's credit back ground. We also reserve the right to suspend any member from the use of our facility whose account is in arrears.

SUSPENSION AND CANCELLATION: We retain the right to suspend or cancel any member's membership at any time if we believe it to be in the best interest of the Hamburg Fitness Center or its other members. We will provide written notice to the member in this event. Suspension and cancellation are effective immediately upon issuing this notice, at which time all rights of the member to use the facility cease. In the event of cancellation, the member will be refunded any prepaid membership dues for the period subsequent to the cancellation.

AVAILABILITY: The obligation to pay dues under this Agreement is not dependent upon the availability of all or part of the facility. Repairs, emergencies, improvements, special activities or other reasons may require the closing of all or part of the facility from time to time. Dues will not be suspended, prorated or refunded as a result of any or all of the facility becoming unavailable.

ABUSE OF FACILITY: Any person found willfully or maliciously abusing or damaging the facility or equipment of the Hamburg Fitness Center or the property of any other person, or threatening, endangering or harassing any person in the facility or on the grounds, shall be subject to immediate expulsion. In addition, such person shall be liable for any injuries or damages caused by his/her actions and shall fully indemnify and hold the Hamburg Fitness Center harmless regarding the same.

AMENDMENTS: Any changes, additions or deletions to the fees, dues, and hours of operation, Membership Policies or Rules of Conduct of the Hamburg Fitness Center may be made at any time with or without notice to members or guests. All monthly dues and any outstanding fees remain payable when due notwithstanding these changes.

PROCESSING FEES: A \$25.00 processing fee applies to but is not limited to: changing the days within a 3 day membership and changing a 7 day membership to a 3 day membership. A \$10.00 processing fee applies to the suspension of a monthly membership.

FITNESS AREA: No one under age 13 is allowed in the fitness areas. Appropriate fitness attire is required. Proper dress includes shirt, shorts/pants and closed toe athletic shoes. No cut out or belly baring shirts are allowed. Appropriate length athletic shorts are required.

REGISTRATION: Upon arrival at the facility, members must check in at the front desk by displaying their membership card. All guests will be required to fill out a guest waiver and pay the daily guest fee, which will allow the guest to use the facility for one calendar day.

RESERVATIONS FOR CHILD CARE/COURTS: Reservations may be made up to 7 days in advance. Parents must remain in the building while child is in child care. A 24-hour cancellation notice is required for all reservations, as well as programs, and specially scheduled activities.

PERSONAL PROPERTY: Neither the Hamburg Fitness Center nor its employees, agents, or affiliates, are responsible or liable in any way to members or guests for: 1) any articles of personal property lost or stolen while in the facility or on the grounds; 2) the loss, theft or damage to any vehicle or its contents while on the grounds; or 3) the disposition of articles of personal property or vehicles which are left at the facility or on the grounds, and remain unclaimed after a reasonable period of time. Unclaimed vehicles may be towed at owner's expense. Members and guests are responsible for the safekeeping of their own personal property at all times.

HOURS OF OPERATION: Members are limited to the use of specified facility and adjoining trails during all normal hours of operation, which may change without notice due to usage or other reasons.

POOL AREA: Lap lanes are designated for lap swimmers only. Children under the age of 14 may not use the pool without an adult or guardian 18 years of age or older in attendance. For health and safety reasons, the hot tub and sauna are not to be used by children under the age of 14 years. Pool is subject to close during group pool classes. See the group fitness class schedule for the current list of pool closure times. As we are a family oriented facility, appropriate swimwear is required.

CHILDREN: Children age 8 or under must be supervised by an adult at all times or they must remain in the child care area. Children age 13 or under may not be dropped off at the facility unless involved in a group program or activity sponsored and supervised by Hamburg Fitness Center. Any children not behaving in an appropriate manner, or found abusing or damaging the facility or equipment in any way, are subject to immediate expulsion from the facility and are the responsibility of their parent or guardian. In addition, the parent(s) or legal guardian(s) of the child shall be liable for any injuries or damages caused by his/her actions and shall fully indemnify and hold the Hamburg Fitness Center harmless regarding the same.